

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p><i>loop UNE employed or ordered by AT&amp;T.</i></p> <p><i><u>Digital Designed Loop</u>—A metallic loop provisioned in accordance with specific AT&amp;T requirements that are provided on a case-by-case basis, typically involving conditioning or the removal of bridge taps, load coils, etc.</i></p> <p><i><u>High-Frequency Spectrum (HFS)</u>—The frequency range above the traditional voiceband (e.g., 4000 Hz, on a continuous copper loop facility that is used to transmit communications independently of transmissions in the low frequency range (e.g., 4000 Hz and below) that may be simultaneously used for circuit-switched voice band services.</i></p> <p><i>Unless expressly stated herein, Line Sharing, Line Splitting and all associated terminology shall have the same meaning as in Verizon's New York State tariffs and in the documentation describing the operational processes to support line sharing and line splitting developed by, or in connection with, the DSL Collaborative proceeding conducted under the auspices of the New York State Department of Public Service ("DSL Collaborative") and operational agreements between AT&amp;T and Verizon in New York (collectively the "New York DSL Process").</i></p> <p><i><u>Line Sharing</u>—Use of the HFS of Verizon's local loop by AT&amp;T or a third party CLEC to provide Advanced Services to customers when Verizon simultaneously provides the customer's retail local voice service in the low frequency spectrum of the same local loop.</i></p> <p><i><u>Line Splitting</u>—Simultaneous use of both the low frequency spectrum and high frequency spectrum of a single loop by AT&amp;T when Verizon does not provide the customer's retail local service using the low frequency spectrum. AT&amp;T, using its own facilities or the UNEs of Verizon, provides services in the low frequency spectrum. Services in the high frequency spectrum may be provided by either AT&amp;T or a third party CLEC, given that the CLEC providing service in the HFS is authorized by AT&amp;T, the party responsible for the entire loop, to utilize the HFS. Services in the HFS may be provided using AT&amp;T's own facilities, through the use of resold services (whether retail or wholesale), through the use of UNEs, or any technically feasible</i></p>	<p><i>are presumed to be acceptable for shared line deployment in accordance with FCC rules ("Advanced Services"), the frequency range above the voice band on the same copper Loop required by AT&amp;T to provide such services. This Agreement addresses line sharing over loops that are entirely copper loops. The Parties do not intend anything in this Agreement to prejudice either AT&amp;T's position that line sharing may occur on loops constructed of fiber optic cable, digital loop carrier electronics, and copper distribution cable or Verizon's position that line sharing can only occur over copper loops or copper sub-loops.</i></p> <p><b>1.48</b> "Line Splitting" is an arrangement by which AT&amp;T, at its Collocation arrangement or the Collocation arrangement provided by Verizon to another CLEC, facilitates that CLEC's provision of ADSL (in accordance with T1.413) or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular AT&amp;T Customer over the high frequency range portion of an existing copper xDSL compatible Loop (i.e. compatible with an xDSL service that is presumed to be acceptable for shared line deployment in accordance with FCC rules) ("data channel") provided by Verizon that is used simultaneously by AT&amp;T to provide analog circuit-switched voice grade service to that Customer through the provision of unbundled Local Switching.</p> <p><b>11.2.17</b> <u>Line Sharing</u>. To the extent required by Applicable Law, Verizon shall provide Line Sharing to AT&amp;T for AT&amp;T's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, on the terms and conditions set forth herein. In order for a Loop to be eligible for Line Sharing, the following conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the Loop must consist of a copper loop compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules; (ii) Verizon must be</p>

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		<p><del>combination of the preceding.</del></p> <p><del><u>Low Frequency Spectrum (LF)</u>—The frequency spectrum of the loop facility, typically a continuous copper facility, extending from 300 to 4000 Hz; the frequency range from 3000—4000 Hz is typically not used for transmission of communications.</del></p> <p><del><u>xDSL</u>—A common reference to advanced services that use digital subscriber line technology, including ADSL (asymmetric digital subscriber line), HDSL (high speed digital subscriber line), UDSL (universal digital subscriber line), VDSL (very high speed digital subscriber line), and RADSL (rate adaptive digital subscriber line) to send signals over copper wires to packet switches. The small "x" before the letters DSL signifies a reference to a generic transmission technology, as opposed to a specific DSL "flavor."</del></p> <p><del><u>NC/NCI (Network Channel/Network Channel Interface) Information</u>—Codes used to identify the technical details of the channel (NC Codes) and the channel interface elements (NCI Code) of a facility, such as the number of conductors, protocol, transmission level points, etc. They are a registered trademark of Telecordia Technologies, Inc. and are administered by that entity.</del></p> <p><del><u>Power Spectral Density (PSD)</u>—A measurement that defines the maximum limit on signal power densities as a function of frequency, so as to permit engineers to deploy an xDSL technology in a manner that minimizes cross talk (or signal interference) between conductors within the local loop plant.</del></p> <p><del>1.1 Verizon shall provide Line Sharing and Line Splitting support to AT&amp;T so that AT&amp;T may provide services through use of the high frequency spectrum (HFS) of the local loop facility. Such services include, but are not limited to, ADSL (in accordance with T1-413), Splitterless ADSL (in accordance with T1-419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), of any other any xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules or has been deployed by any other carrier in any state, subject to the terms and conditions set forth herein.</del></p> <p><del>1.1.1 In order for a loop facility to be eligible for Line Sharing, the following</del></p>	<p>providing simultaneous circuit-switched analog voice grade service to the Customer served by the Loop in question; (iii) the Verizon Customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the Line Sharing arrangement is being requested; and (iv) the xDSL technology to be deployed by AT&amp;T on that Loop must not significantly degrade the performance of other services provided on that Loop.</p> <p><b>11.2.17.1</b> Verizon shall make Line Sharing available to AT&amp;T at the rates set forth in Exhibit A. In addition to the recurring and nonrecurring charges shown in Exhibit A for Line Sharing itself, the following rates shown in Exhibit A and in Verizon's applicable Tariffs are among those that may apply to a Line Sharing arrangement: (i) prequalification charges to determine whether a Loop is xDSL compatible (i.e., compatible with an xDSL service that is presumed to be acceptable for shared-line deployment in accordance with FCC rules); (ii) engineering query charges, engineering work order charges, or Loop conditioning (Digital Designed Loop) charges; (iii) charges associated with Collocation activities requested by AT&amp;T and not covered by Exhibit A; and (iv) misdirected dispatch charges, charges for installation or repair, manual intervention surcharges, and trouble isolation charges.</p> <p><b>11.2.17.2</b> The following ordering procedures shall apply to Line Sharing:</p> <p>(i) To determine whether a Loop qualifies for Line Sharing, the Loop must first be prequalified to determine if it is xDSL compatible. AT&amp;T must utilize the mechanized or manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, to make this determination.</p> <p>(ii) AT&amp;T shall place orders for Line Sharing by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.</p>

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		<p><i>conditions must be satisfied for the duration of the Line Sharing arrangement: (i) the loop facility must be capable of supporting the Power Spectral Density Mask (PSD) of the equipment attached; (ii) Verizon must be providing simultaneous circuit-switched retail local service to the retail customer served by the loop facility in question; (iii) the customer's dial tone must originate from a Verizon End Office Switch in the Wire Center where the arrangement is being requested; and (iv) the xDSL technology attached to the loop by AT&amp;T must not result in any proven and significant degradation of retail local voice service provided over the same loop facility.</i></p> <p><i>1.1.2 In order for a loop facility to be eligible for Line Splitting, condition (i) from 1.1.1 above must apply for the duration of the Line Splitting arrangement. In addition, if AT&amp;T is providing voice service over the loop through the use of Verizon's unbundled local switching and shared transport elements, conditions (iii) and (iv) from 1.1.1 must also apply for the duration of the Line Splitting arrangement.</i></p> <p><i>1.2 Verizon shall make Line Sharing and Line Splitting available to AT&amp;T at TELRIC rates set forth in Exhibit A. Prices for line sharing and line splitting support shall be specific to Virginia, but Verizon shall bear the burden of justifying material variances from the pricing and price structure adopted in New York. <del>These rates and/or rate structures shall be considered interim in nature until the Commission has approved them or otherwise allowed them to go into effect as a result of a proceeding before the Commission. If, as a result of any such proceeding, the Commission should approve (or otherwise allow to go into effect) permanent rates and/or rate structures different than those shown in Exhibit A, all such approved or effective permanent rates and/or rate structures shall supersede those shown in Exhibit A. The permanent rates shall be effective retroactively to the Effective Date. The Parties shall true-up any amounts previously invoiced as if the permanent rates had been in effect as of that date. Each Party shall invoice the other for any amounts due to it as a result of such true-up, and all such invoices shall be paid in accordance with the Billing and Payment provisions of this Agreement.</del></i></p> <p><i>1.3 The following operational support procedures shall apply to Line Sharing and Line Splitting:</i></p> <p><i>1.3.1 To determine whether a loop facility qualifies for Line Sharing, the Loop must first be pre-qualified (unless it has been previously pre-qualified as a Digital Designed Loop to determine if the Loop facility can</i></p>	<p><i>(iii) If the Loop is prequalified by AT&amp;T through the Loop prequalification database, and if a positive response is received and followed by receipt of AT&amp;T's valid, accurate and pre-qualified service order for Line Sharing, Verizon will return an LSR Confirmation within twenty-four (24) hours (weekends and holidays excluded) for LSRs with less than six (6) loops and within 72 hours (weekends and holidays excluded) for LSRs with six (6) or more loops, unless a different interval is ordered by the Commission.</i></p> <p><i>(iv) If the Loop requires qualification manually or through an Engineering Query, three (3) additional business days will generally be required to obtain Loop qualification results before an LSR Confirmation can be returned following receipt of AT&amp;T's valid, accurate request. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand, or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.</i></p> <p><i>(v) If conditioning is required to make a Loop capable of supporting Line Sharing and AT&amp;T orders such conditioning, then Verizon shall provide such conditioning in accordance with the terms of this Agreement pertaining to Digital Designed Loops; provided, however, that Verizon shall not be obligated to provide Loop conditioning if Verizon establishes that such conditioning is likely to degrade significantly the voice-grade service being provided to Verizon's Customers over such Loops.</i></p> <p><i>(vi) The standard Loop provisioning and installation process will be initiated for the Line Sharing arrangement only once the requested engineering and conditioning tasks have been completed on the Loop. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are addressed in the terms pertaining to Digital Designed Loops, as referenced in paragraph (v) above. Except as otherwise required by Applicable Law, the standard provisioning interval for Line Sharing shall be three (3) business days. In no event shall the Line Sharing interval applied to AT&amp;T be longer than the interval applied to any affiliate of Verizon. Line Sharing arrangements that require pair swaps or line and station transfers in order to free up facilities will have a provisioning interval of not less than six (6) business days.</i></p>

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		<p><del>reasonably support services in the HFS of the loop. To perform the pre-qualification, AT&amp;T may utilize, at its option, any of the Loop pre-qualification methods currently provided by or used by Verizon, provided that the same qualification procedure is required of all other parties engaged in Line Sharing or Line Splitting with Verizon, including any affiliate of Verizon. These methods include: 1) any mechanized Loop qualification process available to Verizon or any other party, 2) the manual Loop qualification processes described in the terms applicable to Digital Designed Loops, as referenced in paragraph (v) below, or 3) an Engineering Query, a standard practice especially for Digital Designed Loops, where additional Loop information not available through the manual Loop qualification process is provided. Should Verizon subsequently offer develop any other Loop qualification procedures or methods to for any other party engaged in Line Sharing or Line Splitting with Verizon, then Verizon shall provide AT&amp;T with a non-discriminatory opportunity to participate in planning and implementing modifications to available data compilations or procedures and shall simultaneously make any new or changed procedures and new or restructured data available to AT&amp;T, if so requested by AT&amp;T, for use at AT&amp;T's option. The pre-qualification interface(s) shall be uniform across all of the states served by Verizon.</del></p> <p><del>1.3.2. When AT&amp;T engages in Line Splitting, it may, at its option, utilize the same procedures available to qualify a loop as are made available for Line Sharing. To the extent that AT&amp;T requires additional information in order to submit an order to establish Line Splitting, such as information that the loop is capable of supporting service in the HFS of the loop, Verizon will make the information necessary to make such a determination available through the same pre-ordering interface as currently employed for UNE-P orders that do not involve Line Splitting.</del></p> <p>1.3.32 Notwithstanding the foregoing, AT&amp;T may elect <del>not</del> to perform Loop pre-qualification for line splitting using a qualification procedure other than those offered by Verizon and in such cases Verizon shall not reject an AT&amp;T order for Line Splitting because Verizon's Loop pre-qualification procedure was not performed. <del>If a Loop was previously pre-qualified and/or conditioned by another carrier, whether independent of or affiliated with Verizon, Verizon shall make that fact known to AT&amp;T through a pre-ordering transaction and Verizon shall be responsible for assuring the loop can support service in the HFS, regardless of whether or not AT&amp;T performs a pre-qualification of the Loop. When AT&amp;T opts not to use Verizon's tools to perform Loop pre-qualification on a Loop employed in Line</del></p>	<p>have a provisioning interval of not less than six (6) business days.</p> <p>(vii) AT&amp;T must provide all required Collocation, CFA, SBN and NC/NCI information when a Line Sharing Arrangement is ordered. Collocation augments required, either at the POT Bay, Collocation node, or for splitter placement must be ordered using standard collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement.</p> <p>(viii) The Parties recognize that Line Sharing is an offering that requires both Parties to make reasonable efforts to coordinate their respective roles in the roll out of Line Sharing in order to minimize provisioning problems and facility issues. AT&amp;T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements, including splitter placement elections and ordering preferences. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types.</p> <p>11.2.17.3 To the extent required by Applicable Law, AT&amp;T shall provide Verizon with information regarding the type of xDSL technology that it deploys on each shared Loop. Where any proposed change in technology is planned on a shared Loop, AT&amp;T must provide this information to Verizon in order for Verizon to update Loop records and anticipate effects that the change may have on the voice grade service and other Loops in the same or adjacent binder groups. As described more fully in Verizon Technical Reference 72575, the xDSL technology used by AT&amp;T for Line Share Arrangements shall operate within the Power Spectral Density (PSD) limits set forth in T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz, provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. AT&amp;T's deployment of additional Advanced Services shall be subject to the applicable rules and regulations of the FCC.</p> <p>11.2.17.4 AT&amp;T may only access the high frequency portion</p>

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		<p><i>Splitting and the Loop was not in use providing the same xDSL service at the time of its order, AT&amp;T will not hold Verizon responsible for service performance in the HFS unless and until the Loop is qualified according to then-current Verizon Loop qualification procedures. When AT&amp;T elects not to use Verizon's loop pre-qualification procedure, it shall not be assessed any charge for such procedures.</i></p> <p><i>1.3.3 Notwithstanding the above, Verizon will permit and support AT&amp;T's re-use of a loop for a line sharing or line splitting configuration if the loop is currently employed to provide active xDSL service, whether or not AT&amp;T performs a loop qualification.</i></p> <p><i>1.3.4 AT&amp;T shall place orders for Line Sharing or Line Splitting by delivering to Verizon a valid service order. Such service order shall contain all required information and be provided in accordance with industry format and specifications when such standards exist. To the extent such standards do not exist, Verizon has a present obligation to propose a reasonable format for such orders and AT&amp;T will negotiate in good faith to reach mutual agreement on a format. However, Verizon may not reject orders for manual processing solely because the Parties have not yet agreed on an order format. Once the Parties have reached mutual agreement on an ordering format, either party may opt to submit additional unresolved issues to dispute resolution as provided in Section 28.11. The Parties agree to use the existing interface for submission of UNE-P orders and order status tracking, unless AT&amp;T agrees to do otherwise. The ordering interface shall be uniform across all of the states served by Verizon.</i></p> <p><i>1.3.5 Verizon shall provide non-discriminatory operational support to AT&amp;T and any Authorized Agent for the purpose of Line Splitting. Verizon will implement a region-wide methodology, contemporaneously with implementation in New York but in no event later than January 2002, to effectuate a records-only billing conversion from Line Sharing to Line Splitting when the carrier providing service in the HFS continues service to a retail customer and AT&amp;T becomes the provider of the voice service in the low frequency spectrum of the Loop. In such cases, Verizon will accept an order issued either by AT&amp;T or by the Authorized Agent, provided that the Authorized Agent uses a carrier identifier code that identifies AT&amp;T as the responsible entity. For such orders, Verizon's records shall reflect that AT&amp;T is the entity purchasing the existing Loop network element on a prospective basis, and that the loop facility includes any splitter Verizon has deployed on</i></p>	<p><i>of a Loop in a Line Sharing arrangement through an established Collocation arrangement at the Verizon Serving Wire Center that contains the End Office Switch through which voice grade service is provided to Verizon's Customer. AT&amp;T is responsible for providing a splitter at that Wire Center that complies with ANSI specification T1.413 which employs Direct Current ("DC") blocking capacitors or equivalent technology to assist in isolating high bandwidth trouble resolution and maintenance to the high frequency portion of the frequency spectrum, and is designed so that the analog voice "dial tone" stays active when the splitter card is removed for testing or maintenance through one of the splitter options described below. AT&amp;T is also responsible for providing its own Digital Subscriber Line Access Multiplexer ("DSLAM") equipment in the Collocation arrangement and any necessary Customer Provided Equipment ("CPE") for the xDSL service it intends to provide (including CPE splitters, filters and/or other equipment necessary for the end user to receive separate voice and data services across the shared Loop). Two splitter configurations are available. In Configuration Options 1 and 2, the splitter must be provided by AT&amp;T and must satisfy the same NEBS requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&amp;T must designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&amp;T selects Options 1 or 2, the splitter arrangements must be installed before AT&amp;T submits an order for Line Sharing.</i></p> <p><b>Splitter Option 1: Splitter in AT&amp;T Collocation Area</b></p> <p><i>In this configuration, the AT&amp;T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&amp;T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&amp;T Collocation area. Any rearrangements will be the responsibility of AT&amp;T.</i></p> <p><b>Splitter Option 2: Splitter in Verizon Area</b></p> <p><i>In this configuration, Verizon inventories and</i></p>

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		<p><del>the Loop. In such cases, Verizon shall not make any changes to the physical configuration serving the end user unless mutually agreed upon in advance by both parties. Verizon may opt to employ manual or mechanized procedures to implement the billing conversion; however, Verizon's procedures shall not limit AT&amp;T's ability to serve the retail customer or to transact business with its Authorized Agent. Upon the completion date of the order, AT&amp;T will assume financial liability for the configuration on a prospective basis, according to the provisions of this Agreement, and Verizon will direct billing to the account number(s) designated by AT&amp;T. Furthermore, to the extent that collocation or other equipment of the Authorized Agent is used in the Line Splitting configuration, Verizon shall treat such equipment and collocation as though it were AT&amp;T's when performing the cross-connections specified on any orders issued by AT&amp;T or its Authorized Agent. AT&amp;T and Verizon shall define a mutually agreeable means for identifying an Authorized Agent of AT&amp;T and defining permissible activities by such Authorized Agents. If the parties do not reach agreement on such issues within TDD days of the effective date of this agreement or TDD date, whichever occurs earlier, either party may submit such issues to dispute resolution.</del></p> <p>1.3.4 Collocation augments required either at the POT Bay, Collocation node, or for splitter placement, shall be ordered using standard Collocation applications and procedures, unless otherwise agreed to by the Parties or specified in this Agreement; provided, however, the collocation interval for expanding connecting facilities for existing collocations is forty-five (45) business days starting from submission of an accurate augment application through completion of collocation space that is accepted by AT&amp;T. When engaging in Line Sharing in a particular office, AT&amp;T will designate which splitter option it is choosing on the Collocation application or augment.</p> <p>1.3.7 <del>If the HFS Loop (for Line Sharing) or the Loop UNE (for Line Splitting) has been pre-qualified as provided herein, or if AT&amp;T elects not to pre-qualify a Loop UNE for Line Splitting, and AT&amp;T submits a valid and accurate service order, Verizon will return a firm order commitment (FOC) within 1 business day (weekends and holidays excluded) for an order with less than six (6) Loops and within 3 business days (weekends and holidays excluded) for an order with six (6) or more Loops, unless a shorter interval is ordered by the Commission.</del></p> <p>1.3.8 <del>If connections to collocation must be established or modified,</del></p>	<p>maintains an AT&amp;T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.</p> <p>In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The demarcation point is at the splitter end of the cable connecting the AT&amp;T Collocation and the splitter. At AT&amp;T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&amp;T.</p> <p>In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&amp;T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&amp;T does not have access. AT&amp;T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&amp;T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon-approved vendor.</p> <p>In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&amp;T upon completion of the required augment.</p> <p>(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&amp;T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).</p> <p>(ii) Where a new splitter is to be installed as part of an</p>

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Verizon shall also connect the identified CFA of the low-frequency spectrum output of the splitter to the unbundled local switching element as specified by AT&amp;T or its Authorized Agent.</del></p> <p>1.3.405 Verizon shall provide nondiscriminatory support for Line Splitting, as compared to Line Sharing or to Verizon's provisioning of comparable DSL-based services for itself or an affiliate, when the physical arrangements supporting such offerings are comparable. For example, when provisioning Line Splitting for AT&amp;T, Verizon shall assure that no more cross-connections are required than it employs when deploying a Line Sharing arrangement in the same office and the splitter used to enable Line Sharing is deployed in a comparable collocation arrangement.</p> <p>1.3.46 Adding services in the high frequency portion of a Loop to a pre-existing UNE-P configuration shall have no adverse impact on the Customer's existing UNE-P service. Specifically, unless the order submitted to Verizon specifies a change, the provisioning procedure employed by Verizon shall not result in the loss of the customer's working telephone number, the currently operating Loop (unless AT&amp;T determines that such Loop will not support services in the HFS), 911 access <del>or</del> and listings, Line Information Data Base information, activated features on the switch, directory listings or directory assistance database listings. The only exception is that a service interruption for POTS may occur, but any such interruption shall not exceed that which occurs when Verizon reconfigures one of its own POTS lines to a Line Sharing configuration for itself or another carrier.</p> <p><del>1.3.12 The standard Loop or UNE loop provisioning and installation process, as applicable, will be initiated upon receipt of a valid order from AT&amp;T. Scheduling changes and charges associated with order cancellations after conditioning work has been initiated are governed by the terms pertaining to Digital Designed Loops. The standard provisioning interval, whether for a Line Sharing or Line Splitting arrangement, initially</del></p>	<p>existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&amp;T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&amp;T must submit the application for Collocation augment, with the application fee, to Verizon. Collocation intervals as stated in Verizon's applicable Tariff shall apply.</p> <p>11.2.17.5 In serving End Offices where a POT Bay has been employed for use, AT&amp;T will have the following options for testing shared Loops:</p> <p>11.2.17.5.1 Under Splitter Option 1, AT&amp;T may conduct its own physical tests of the shared Loop from AT&amp;T's collocation area. If it chooses to do so, AT&amp;T may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional Mechanized Loop Test ("MLT"). Specifically, the AT&amp;T-provided test equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. This optional AT&amp;T-provided test head would be installed between the "line" port of the splitter and the POT Bay in order to conduct remote physical tests of the shared Loop.</p> <p>11.2.17.5.2 Under Splitter Option 2, either Verizon or a Verizon-approved vendor selected by AT&amp;T may install a AT&amp;T-provided test head to enable AT&amp;T to conduct remote physical tests of the shared Loop. This optional AT&amp;T-provided test head may be installed at a point between the "line" port of the splitter and the Verizon-provided test head that is used by Verizon to conduct its own Loop testing. The AT&amp;T-provided test head must satisfy the same NEBS requirements that Verizon imposes on its own test head equipment or the test head equipment of any Verizon affiliate, and may not interrupt the voice circuit to any greater degree than a conventional MLT test. Specifically, the AT&amp;T-provided test</p>

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		<p><del>shall be the lesser of three (3) business days or parity (with Verizon's separate data affiliate) for 2W Loops or such other loop types that are employed in either Line Sharing or Line Splitting. In no event shall the interval offered to AT&amp;T, whether for Line Sharing or Line Splitting arrangements, be longer than the interval offered to Verizon's retail operations, any affiliate of Verizon or any non-affiliated carrier. When delivery of the loop facilities requires pair swaps or line and station transfers in order to free up appropriate facilities, the provisioning interval offered shall be no more than six (6) business days, but in no event shall such provisioning be longer than the interval applied to Verizon or any of its affiliates. Verizon shall track the provisioning intervals and due dates met separately for Line Sharing and Line Splitting and shall demonstrate that the support delivered by Verizon to AT&amp;T is no worse than that delivered to Verizon's retail operation, any affiliate of Verizon or any unaffiliated companies, whichever represents the best performance attained in any one month.</del></p> <p><del>1.3.6 AT&amp;T will provide reasonable, timely, and accurate forecasts of its Line Sharing requirements semi-annually, including splitter placement elections. These forecasts, which shall be non-binding, are in addition to projections provided for other stand-alone unbundled Loop types. No separate forecasting requirement shall be imposed on AT&amp;T for Loops employed in Line Splitting configurations.</del></p> <p><del>1.43.7 AT&amp;T shall provide Verizon with the information required by FCC Rules regarding the type of xDSL technology that it deploys on each loop facility employed in Line Sharing or Line Splitting. Unless stated otherwise, this information will be conveyed by the Network Channel/Network Channel Interface Code (NC/NCI) or equivalent information on the order. Verizon shall retain such information and shall not modify its facilities so as to make the loop incapable of providing the xDSL service. Where valid NC/NCI codes are not available to accommodate AT&amp;T's deployment of future xDSL technologies, Verizon shall work with AT&amp;T to develop an alternative method of notification but in no event shall the lack of a valid NC/NCI code delay AT&amp;T's service introduction by more than 30 days past the initial notification that the need for a new NC/NCI code or combination may be required to fully describe the service parameters. Where any proposed change in technology is planned on a loop employed in Line Sharing or Line Splitting and such change may result in the transmissions exceeding characteristics permissible under the Power Spectral Density (PSD) implicit in the NC/NCI previously communicated, AT&amp;T will provide this information to Verizon so that Verizon</del></p>	<p>equipment may not interrupt an in-progress voice connection and must automatically restore any circuits tested in intervals comparable to MLT. Verizon will inventory, control and maintain the AT&amp;T-provided test head, and will direct all required activity.</p> <p><b>11.2.17.5.3</b> Under either Splitter Option 1 or 2, if Verizon has installed its own test head, Verizon will conduct tests of the shared Loop using a Verizon-provided test head, and, upon request, will provide these test results to AT&amp;T during normal trouble isolation procedures in accordance with reasonable procedures.</p> <p><b>11.2.17.5.4</b> Under either Splitter Option 1 or 2, Verizon will make MLT access available to AT&amp;T via RETAS after the service order has been completed. AT&amp;T will utilize the circuit number to initiate a test. This functionality will be available on October 31, 2000.</p> <p><b>11.2.17.6</b> In those serving End Offices where Verizon has not employed a POT Bay for use, AT&amp;T will not be permitted to supply its own test head; Verizon will make its testing system available to AT&amp;T through use of the on-line computer interface test system at <a href="http://www.gtc.com/wise">www.gtc.com/wise</a>. This system is available 24 hours, 7 days a week.</p> <p><b>11.2.17.7</b> The Parties will continue to work cooperatively on testing procedures. To this end, in situations where AT&amp;T has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the shared Loop, Verizon and AT&amp;T will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that AT&amp;T should reasonably have been able to isolate and diagnose through one of the testing options available to AT&amp;T above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests.</p> <p><b>11.2.17.8</b> Verizon and AT&amp;T each have a joint responsibility to educate its Customer regarding which service provider should be called for problems with their respective voice or Advanced Service</p>

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		<p><del>may (1) update loop facility records, (2) anticipate effects that the change may have on the local service Verizon may be providing in a Line Sharing arrangement, and (3) analyze potential spectrum interference implications for loop facilities in the same or adjacent binder groups. As described more fully in Verizon/Bell Atlantic Technical Reference 72575, the current xDSL technology used for Line Sharing Arrangements shall operate within the PSD limits set forth in T1.417, PSD #5 &amp; 9 formerly T1.413-1998 (ADSL), T1.419-2000 (Splitterless ADSL), or TR59-1999 (RADSL), and MVL (a proprietary technology) shall operate within the 0 to 4 kHz PSD limits of T1.413-1998 and within the transmit PSD limits of T1.601-1998 for frequencies above 4 kHz; provided that the MVL PSD associated with audible frequencies above 4 kHz shall be sufficiently attenuated to preclude significantly degrading voice services. The foregoing notwithstanding, AT&amp;T's deployment of services in the high frequency portion of the loop shall be subject only to the limitations of applicable rules and regulations of the FCC.</del></p> <p><del>1.5 When AT&amp;T deploys a splitter in the central office in order to access the HFS of a loop, AT&amp;T must deploy the splitter in a physical (whether caged, shared cage, or common) or virtual Collocation arrangement at the same Verizon Serving Wire Center where the loop terminates. When a splitter is deployed in the central office, AT&amp;T is responsible for providing a splitter that complies with American National Standards Institute (ANSI) specification T1.413 (or successor specifications) and that satisfies the same National Equipment Board Standards (NEBS) requirements that Verizon imposes on its own splitter equipment or the splitter equipment of any Verizon affiliate. AT&amp;T shall have the right to choose the type of collocation space it will employ, should collocation be required, subject to the space limitation provisions. AT&amp;T is also responsible for providing the equipment necessary to support services in the high frequency portion of the Loop, including any Customer Premises Equipment (CPE) necessary to support the services it intends to deliver using that spectrum. Such equipment includes, without limitation, CPE splitters, filters and/or other equipment as may be necessary. Splitter arrangements must be installed and functional before AT&amp;T submits an order for Line Sharing or Line Sharing.</del></p> <p><del>1.6 Notwithstanding the foregoing, Verizon shall offer to provide AT&amp;T with access to Verizon owned splitters, on a line at a time basis, and AT&amp;T shall have the right to request Verizon provide such attached Loop electronics in a central office on 90 days notice. Once such splitters are deployed, Verizon will provision AT&amp;T's orders for Line Sharing or Line</del></p>	<p>offerings. Verizon will retain primary responsibility for voice band trouble tickets, including repairing analog voice grade services and the physical line between the NID at the Customer premise and the point of demarcation in the Central Office. AT&amp;T will be responsible for repairing advanced data services it offers over the Line Sharing arrangement. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a new shared Loop that may cause a disruption of the voice or data service of the other Party's Customer, that Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and AT&amp;T will work together to address Customer initiated repair requests and to prevent adverse impacts to the Customer.</p> <p><b>11.2.17.9</b> When Verizon provides Inside Wire maintenance services to the Customer, Verizon will only be responsible for testing and repairing the Inside Wire for voice-grade services. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with AT&amp;T's Advanced Services. Verizon will not repair any CPE equipment provided by AT&amp;T. Before a trouble ticket is issued to Verizon, AT&amp;T shall validate whether the Verizon Customer is experiencing a trouble that arises from AT&amp;T's Advanced Service. If the problem reported is isolated to the analog voice-grade service provided by Verizon, a trouble ticket may be issued to Verizon.</p> <p><b>11.2.17.9.1</b> In the case of a trouble reported by the Customer on its voice-grade service, if Verizon determines the reported trouble arises from AT&amp;T's Advanced Services equipment, splitter problems, or AT&amp;T's activities, Verizon will:</p> <p>a) Notify AT&amp;T and request that AT&amp;T immediately test the trouble on AT&amp;T's Advanced Service.</p> <p>b) If the Customer's voice grade service is so degraded that the Customer cannot originate or receive voice grade calls, and AT&amp;T has not cleared its trouble within a reasonable time frame, Verizon may take unilateral steps to temporarily restore the Customer's voice grade service if Verizon determines in good faith that the cause of the voice interruption is AT&amp;T's data service.</p>

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		<p><i>Splitting using such Verizon-provided splitters within the intervals described herein. If Verizon declines to provide such capability to AT&amp;T, it will implement such capability within 45 days of an FCC order requiring ILECs generally to do so. If the Parties are unable to reach agreement regarding the implementation of such obligations, either Party may subject the issue to Dispute Resolution as provided in Section 28.11 of this Agreement.</i></p> <p><i>1.7 — AT&amp;T will have the following options for testing loop facilities whether employed in Line Sharing or Line Splitting:</i></p> <p><i>1.7.1 — When the splitter is deployed within collocation space that AT&amp;T may access, AT&amp;T may conduct its own physical tests of the loop facility from AT&amp;T's collocation area to the customer premises. If it chooses to do so, AT&amp;T may supply and install a test head to facilitate such physical tests, provided that: (i) the test head satisfies the same NEBS requirements applicable to other collocated equipment as provided in FCC rules; and (ii) the test head does not interrupt the voice circuit to any greater degree than a conventional metallic loop test (MLT) test when Line Sharing is occurring. Specifically, the AT&amp;T-provided test equipment may not interrupt an in-progress voice connection in the low frequency spectrum and must automatically restore any circuits tested in intervals comparable to MLT in accordance with accepted industry practices. This optional AT&amp;T-provided test head may be installed between the splitter port that connects to outside plant input and the POT bay (or equivalent).</i></p> <p><i>1.7.2 — When AT&amp;T opts to deploy the splitter in common collocation space, either Verizon or a Verizon-approved vendor selected by AT&amp;T, shall, at AT&amp;T's request, install an AT&amp;T-provided test head to enable AT&amp;T to conduct remote tests of the loop facility connecting to the customer premises. This optional AT&amp;T-provided test head shall be installed at a point between the splitter port connecting to the outside loop plant and the Verizon-provided test head that is used by Verizon to conduct its own testing of the loop facility. The AT&amp;T-provided test head must satisfy the same NEBS requirements otherwise applicable to collocated equipment under FCC rules and may not interrupt the local voice service in the low frequency spectrum to any greater degree than a conventional MLT test in accordance with accepted industry practices. Specifically, the AT&amp;T-provided test equipment may not interrupt an in-progress voice</i></p>	<p><i>c) Upon completion of steps (a) and (b) above, Verizon may temporarily remove the AT&amp;T-provided splitter from the Customer's Loop and switch port if Verizon determines in good faith that the cause of the voice interruption is AT&amp;T's data service.</i></p> <p><i>d) Upon notification from AT&amp;T that the malfunction in AT&amp;T's Advanced Service has been cleared, Verizon will restore AT&amp;T's Advanced Service by restoring the splitter on the Customer's Loop.</i></p> <p><i>e) Upon completion of the above steps, AT&amp;T will be charged a Trouble Isolation Charge (TIC) to recover Verizon's costs of isolating and temporarily removing the malfunctioning Advanced Service from the Customer's line if the cause of the voice interruption was AT&amp;T's data service.</i></p> <p><i>f) Verizon shall not be liable for damages of any kind for temporary disruptions to AT&amp;T's data service that are the result of the above steps taken in good faith to restore the end user's voice-grade POTS service, and the indemnification provisions set forth in Section 24.6 shall control in such instances.</i></p> <p><b>11.2.18 Line Splitting</b></p> <p><b>11.2.18.1</b> AT&amp;T may provide integrated voice and data services over the same Loop by engaging in Line Splitting as set forth in paragraph 18 of the FCC's Line Sharing Reconsideration Order (CC Docket Nos. 98-147, 96-98), released January 19, 2001. Any Line Splitting between AT&amp;T and another CLEC shall be accomplished by prior negotiated arrangement between those CLECs. To achieve a Line Splitting capability immediately, AT&amp;T may order an unbundled xDSL capable loop, which will terminate to a collocated splitter and DSLAM equipment provided by its data partner (or itself), unbundled switching combined with shared transport, collocator-to-collocator connections, and available cross-connects, under the terms and conditions set forth in the applicable sections for each element in this Agreement. AT&amp;T or its data partner shall provide any splitters used in a Line Splitting</p>

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		<p><i>connection in the low-frequency spectrum and must automatically restore any circuits tested in intervals comparable to MLT.</i></p> <p><i>1.7.3—Regardless of where the splitter is deployed, Verizon may, at its own expense, deploy its own test head(s). Verizon may conduct tests of the loop facility using a Verizon-provided test head, provided that such testing may not interrupt an in-progress communications in the HFS (for either Line Sharing or Line Splitting) or the low frequency spectrum in the case of Line Splitting. Furthermore, the testing performed by Verizon must automatically restore any circuits tested in intervals comparable to MLT. Upon request, Verizon will provide results of such testing to AT&amp;T during normal trouble isolation procedures in accordance with reasonable procedures.</i></p> <p><i>1.7.4—Unless otherwise mutually agreed, for both Line Sharing and Line Splitting, Verizon shall permit AT&amp;T to log and track trouble tickets, execute MLT tests, and receive the results of such testing using the interface established for UNE-P customer configurations. The Parties will establish and implement mutually agreeable procedures to support maintenance and repair in this manner within 30 days of the Effective Date of this Agreement after which either Party may opt to submit unresolved issues to Dispute Resolution as provided in Section 28.11 of this Agreement.</i></p> <p><i>1.7.5—The Parties will continue to work cooperatively on testing procedures. To this end, in situations where AT&amp;T has attempted to use one or more of the foregoing testing options but is still unable to resolve the error or trouble on the loop facility, Verizon and AT&amp;T will each dispatch a technician to an agreed-upon point at the Main Distribution Frame (or in exceptional cases to an agreed-upon site in the field) to conduct a joint meet test to identify and resolve the error or trouble. Verizon may assess a charge for a misdirected dispatch only if the error or trouble is determined to be one that AT&amp;T should reasonably have been able to isolate and diagnose through one of the testing options available to AT&amp;T above. The Parties will mutually agree upon the specific procedures for conducting joint meet tests, including but not limited to, specification of how a joint meet will be coordinated and the consequences for either party's failure to dispatch in a timely manner. In addition, the Parties shall establish testing procedures, including test access, compatible with the terms</i></p>	<p><i>configuration. Verizon will provide to AT&amp;T any service agreed to by the parties as described and developed by the ongoing DSL Collaborative in the State of New York, NY PSC Case 00-C-0127 consistent with such implementation schedules, terms, conditions and guidelines established by the Collaborative, allowing for local jurisdictional and OSS differences. Verizon will make a good faith effort to have such offerings and procedures available at the same time as in New York, but no later than the Effective Date of this Agreement. Verizon shall make Line Splitting available to AT&amp;T at the rates and charges set forth in Exhibit A for the applicable elements and/or components. Such rates and charges may include, among others, those set forth in Section 11.2.17.1 hereof, as well as those rates and charges for unbundled switching, loops and transport.</i></p> <p>For copper/fiber mix loops:</p> <p><b>11.2.14 Sub-Loop</b></p> <p>To the extent required by Applicable Law, Verizon shall provide access to the unbundled Sub-Loop Network Element.</p> <p><b>11.2.14.1</b> The unbundled Sub-Loop network element, as set forth in FCC Rule 51.319(a)(2), is any portion of the loop that is technically feasible to access at terminals in Verizon's outside plant, including inside wire as defined in FCC Rule 51.319(a)(2)(i). An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within ("Accessible Terminal Point").</p> <p><b>11.2.14.2</b> Such Accessible Terminal Points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal (if the FDI is located in such remote terminal), and the feeder/distribution interface. The Accessible Terminal Point at a remote terminal may be the remote terminal equipment enclosure which includes controlled environment vaults, huts, cabinets and remote terminals in leased space in buildings not owned by Verizon.</p>

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		<p><del>and conditions herein, to address offices where POT bays are not required by Verizon. The Parties will establish and implement mutually agreeable procedures within 30 days of the Effective Date of this Agreement after which either Party may opt to submit unresolved issues to Dispute Resolution as provided in Section 28.11 of this Agreement.</del></p> <p><del>1.8 Verizon and AT&amp;T shall each be responsible to educate their retail Customers, as applicable under Line Sharing and Line Splitting, regarding which carrier should be called when a Customer experiences problems with its service offerings. For Line Sharing, Verizon will retain primary responsibility for receipt of voice (low frequency) hand trouble tickets and repair of analog voice grade services, including the physical line between the demarcation point at the Customer's premises and the AT&amp;T collocation in a Line Sharing arrangement. Verizon shall refer all other customer requests for repair or maintenance as directed by AT&amp;T. For Line Splitting, AT&amp;T will have primary responsibility for receipt of all trouble tickets from the retail Customer. Verizon will be responsible for maintaining and repairing all unbundled elements provided to AT&amp;T and for assuring they operate in an integrated combination. Each Party will be responsible for maintaining its own equipment. Before either Party initiates any activity on a loop facility that may cause a disruption of retail service of the other Party, the initiating Party shall first make a good faith effort to notify the other Party of the possibility of a service disruption. Verizon and AT&amp;T will work together to address Customer initiated repair requests and to prevent adverse impacts to the retail customer.</del></p> <p><del>1.8.1 When Verizon provides Inside Wire maintenance services to the retail Customer, Verizon will only be responsible for testing and repairing the Inside Wire as provided in its service agreement with the retail Customer. Verizon will not test, dispatch a technician, repair, or upgrade Inside Wire to clear trouble calls associated with services AT&amp;T may provide in the high frequency portion of a shared loop unless requested by the retail Customer and such work is encompassed in the Verizon provided Inside Wire maintenance services. Verizon will not repair any CPE equipment provided by AT&amp;T. Before AT&amp;T submits a trouble ticket to Verizon, AT&amp;T will make a good faith effort to determine whether the retail Customer's trouble is caused by equipment or facilities</del></p>	<p><del>11.2.14.3 [Intentionally Omitted]</del></p> <p><del>11.2.14.4 [Intentionally Omitted]</del></p> <p><del>11.2.14.5 Sub-Loop Element - Components and Functionality</del></p> <p><del>11.2.14.5.1 The Sub-Loop Network Element shall include the following facilities:</del></p> <p><del>a) Sub-Loop Distribution facility, as defined in Section 11.2.14.6</del></p> <p><del>11.2.14.7 (b) Feeder Sub-Loop, as defined in Section</del></p> <p><del>11.2.14.6 Unbundled Sub-Loop Distribution ("Sub-Loop Distribution") Facility</del></p> <p><del>11.2.14.6.1 Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide AT&amp;T with access to a Sub-Loop Distribution facility (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.14. A "Sub-Loop Distribution" facility means a two-wire or four-wire (two (2) pairs) metallic distribution facility in Verizon's network between a Verizon feeder distribution interface (an "FDI") and the rate demarcation point for such facility (or network interface device ("NID") if the NID is located at such Rate Demarcation Point). Notwithstanding anything else set forth in this Agreement, Verizon shall provide AT&amp;T with access to a Sub-Loop Distribution facility in accordance with, but only to the extent required by, Applicable Law.</del></p> <p><del>11.2.14.6.2 AT&amp;T may request that Verizon reactivate (if available) an unused drop and NID, install a new drop and NID if no drop and NID are available or provide AT&amp;T with access to a drop and NID that, at the time of AT&amp;T's request, Verizon is using to provide service to a Customer. New drops will be installed in accordance with Verizon's standard procedures. In some cases, this may result in AT&amp;T being responsible for the cost of installing the</del></p>

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		<p><i>provided by AT&amp;T.</i></p> <p><del>1.8.2 In the case of a trouble reported by the retail Customer relating to local voice service provided by Verizon as part of a Line Sharing arrangement, if Verizon determines the reported trouble arises from services provided by AT&amp;T in the high frequency portion of the shared loop, Verizon will:</del></p> <p><del>1.8.2.1 Notify AT&amp;T and request that AT&amp;T test its service configuration.</del></p> <p><del>1.8.2.2 If the Verizon service in the low frequency portion of the shared loop is so degraded that the retail customer cannot originate or receive POTS calls, and AT&amp;T has not tested its services in the high frequency portion of the loop within 6 hours or such other reasonable time frame as the Parties may agree, Verizon may take steps to temporarily restore the retail service Verizon provides in the low frequency portion of the loop by removing the appropriate splitter card, if the splitter is located in common collocation space. A Trouble Isolation Charge (TIC) will apply unless the splitter card removal does not substantially improve the service quality in the low frequency portion of the loop. If the splitter removal does not result in a material improvement in the quality of service in the low frequency portion of the loop, the splitter will immediately be re-inserted and no TIC applies. For splitters deployed in AT&amp;T collocation, Verizon may request that AT&amp;T disable its services in the high frequency portion of the shared loop. Upon disabling of the service by AT&amp;T, Verizon will immediately report if the degradation of the service in the low frequency portion was resolved by the action. If the degradation is not resolved, then AT&amp;T may re-establish service at its own discretion.</del></p> <p><del>1.8.2.3 If interruption of the services in the high frequency portion resolves the degradation of service in the low frequency portion of the shared loop, upon notification from AT&amp;T that any malfunction relating to AT&amp;T's service has been cleared, Verizon will restore the splitter on the retail customer's Loop within 6 hours in cases where AT&amp;T has deployed the splitter in common collocation space or Verizon has deployed the splitter for AT&amp;T.</del></p> <p><del>1.8.2.4 Verizon shall not be liable for damages of any kind for temporary disruptions to AT&amp;T's service that are the result of the above steps taken in good faith to restore the end user's service in the low frequency portion of the loop, and the indemnification provisions</del></p>	<p>drop.</p> <p><b>11.2.14.6.3</b> AT&amp;T may obtain access to a Sub-Loop Distribution facility only at an FDI and only from a Telecommunications Carrier outside plant interconnection cabinet (a "TOPIC") or, if AT&amp;T is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution facility is located in such terminal, from the collocation arrangement of AT&amp;T at such terminal. To obtain access to a Sub-Loop Distribution facility, AT&amp;T shall install a TOPIC on an easement or Right of Way obtained by AT&amp;T within 100 feet of the Verizon FDI to which such Sub-Loop Distribution facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and an AT&amp;T TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by AT&amp;T for any electronics in the TOPIC. AT&amp;T shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.</p> <p><b>11.2.14.6.4</b> AT&amp;T may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to AT&amp;T, the following information regarding a Sub-Loop Distribution facility that serves an identified Customer: the Sub-Loop Distribution's length and gauge, whether the Sub-Loop Distribution has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop Distribution facility and the location of the FDI to which the Sub-Loop Distribution facility is connected.</p> <p><b>11.2.14.6.5</b> To order access to a Sub-Loop Distribution facility, AT&amp;T must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution facility is connected to an AT&amp;T TOPIC. To make such a request, AT&amp;T must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which AT&amp;T wishes to access the Sub-Loop Distribution facility. A Sub-Loop Distribution Facility</p>

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		<p><i>set forth in Section 24 shall control in such instances.</i></p> <p><i>1.3.8 A Trouble Isolation Charge (TIC) will not apply unless the removal of the advanced service from a line sharing configuration substantially improves the service quality in the low frequency portion of the loop. If removal of the advanced service capability from the line sharing configuration does not result in a material improvement in the quality of service in the low frequency portion of the loop, Verizon shall immediately re-establish the advanced service capability and no TIC shall apply.</i></p> <p><i>1.9—Verizon shall establish wholesale billing procedures and deliver usage records for Line Splitting arrangements that employ the UNE-P platform that provide parity support to the support provided when Verizon is engaged in Line Sharing either with its own retail operations, an affiliate of Verizon or non-affiliate. Unless specifically provided below or otherwise agreed by AT&amp;T, wholesale billing and usage records procedures shall use the same operational procedures and interfaces used for a UNE-P configuration that does not provide service in the HFS. In particular, but without limitation, all usage records and invoicing for UNEs provided by Verizon in support of Line Splitting shall conform to those used for UNE-P except as specifically agreed to in writing by AT&amp;T.</i></p> <p><i>1.10—Independent of any other tracking obligation established in this Agreement or by any regulatory body, Verizon shall track its performance in support of Line Splitting by AT&amp;T and provide the performance results for the following metrics on a monthly basis. Such reports shall separately state the performance results for AT&amp;T and Verizon's support for Line Sharing when (a) its retail operation is providing service in the loop HFS, (b) an affiliate of Verizon is providing service in the loop HFS, and (c) a non-affiliated entity is providing service in the loop HFS:</i></p> <p><i>1.10.1—Retail Customer voice service interruption interval when service in the HFS is added to lines with operating voice service, separately reported for configurations where the splitter is in common collocation and where the splitter is in CLEC collocation;</i></p> <p><i>1.10.2—Trouble report rate for the voice service within 30 days of adding service in the HFS.</i></p>	<p><i>Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of AT&amp;T's demand for access to Sub-Loop Distribution facilities at the requested FDI. AT&amp;T must submit the application fee as determined by Verizon (a "Sub-Loop Distribution Application Fee") with a Sub-Loop Distribution Facility Interconnection Application. AT&amp;T must submit Sub-Loop Distribution Facility Interconnection Applications to:</i></p> <p><i>USLA Project Manager Verizon Room 509 125 High Street Boston, MA 02110 E-Mail: <a href="mailto:Collocation.applications@BellAtlantic.com">Collocation.applications@BellAtlantic.com</a></i></p> <p><i>11.2.14.6.6 Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Application Fee for such application, Verizon shall provide to AT&amp;T a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Interconnection Cost Statement").</i></p> <p><i>11.2.14.6.7 AT&amp;T shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Interconnection Cost Statement within sixty (60) days of AT&amp;T's receipt of such statement and the associated Sub-Loop Distribution Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Interconnection Application shall be deemed to have been withdrawn if AT&amp;T breaches its payment obligation under this Section 11.2.14.6.7. Upon Verizon's completion of the work that Verizon must perform to provide AT&amp;T with access to a Sub-Loop Distribution facility, Verizon shall bill AT&amp;T, and AT&amp;T shall pay to</i></p>

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		<p><del>1.10.3 — Trouble report rate;</del></p> <p><del>1.10.4 — Mean time to repair;</del></p> <p><del>1.10.5 — Repeat trouble reports within 30 days;</del></p> <p><del>1.10.6 — % of initially confirmed due dates met;</del></p> <p><del>1.10.7 — Average FOC interval; and</del></p> <p><del>1.10.8 — Average provisioning interval.</del></p> <p>1.144 Verizon <del>also</del> agrees to provide the following support and permit the following operational activities <del>that may be required</del> in order to operationalize Line Splitting:</p> <p>1.144.1 Verizon will not require that AT&amp;T connect the unbundled Loop element and the unbundled local switching element in collocation, except in those instances where the splitter necessary to separate the low and high frequency spectra is located in AT&amp;T's collocation space.</p> <p>1.144.2 Verizon will <del>permit</del> provide collocation-to-collocation connections between AT&amp;T and other carriers' collocation space, regardless of the carrier owning the collocation, provided only that the two collocation sites are in the same Verizon Central Office building. <del>AT&amp;T shall have the option to request that Verizon provide the cross-connecting facility or to provide and install the facility itself.</del> Such cross-connecting facilities may either be copper or fiber, at AT&amp;T's choice, and Verizon shall not require the use of equipment or additional cross-connection points between the two collocation locations except those that may be necessary to assure proper operation of the connection.</p> <p>1.4.2.1 AT&amp;T will order cross-connects pursuant to section 201 only when it has reason to believe that such facilities will carry at least 10% interstate traffic. Verizon may not dispute this certification and must provision the request promptly. If Verizon believes the certification is inaccurate, it shall present its written rationale supporting its dispute</p>	<p>Verizon, the balance of the cost set forth in the Sub-Loop Distribution Interconnection Cost Statement for such access.</p> <p><b>11.2.14.6.8</b> After Verizon has completed the installation of the interconnecting cable to an AT&amp;T TOPIC and AT&amp;T has paid the full cost of such installation, AT&amp;T can request the cross connection of a Verizon Sub-Loop Distribution facility to the AT&amp;T TOPIC. At the same time, AT&amp;T shall advise Verizon of the services that AT&amp;T plans to provide over the Sub-Loop Distribution facility, request any conditioning of the Sub-Loop Distribution facility and assign the pairs in the interconnecting cable. AT&amp;T shall run any crosswires within the TOPIC.</p> <p><b>11.2.14.6.9</b> If AT&amp;T requests that Verizon reactivate an unused drop and NID, then AT&amp;T shall provide dial tone (or its DSL equivalent) on the AT&amp;T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution facility to the AT&amp;T dial tone or equivalent from the TOPIC. If AT&amp;T requests that Verizon install a new drop and NID, then AT&amp;T shall provide dial tone (or its DSL equivalent) on the AT&amp;T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If AT&amp;T requests that Verizon provide AT&amp;T with access to a Sub-Loop Distribution facility that, at the time of AT&amp;T's request, Verizon is using to provide service to a Customer, then, after AT&amp;T has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution facility using the "loop through" approach. On the due date, AT&amp;T shall disconnect Verizon's dial tone, crosswire its dial tone to the Sub-Loop Distribution facility and submit AT&amp;T's long-term number portability request.</p> <p><b>11.2.14.6.10</b> Verizon shall not provide access to a Sub-Loop Distribution facility if Verizon is using the loop of which the Sub-</p>

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		<p>to AT&amp;T. If the parties fail to reach mutual agreement regarding the nature of the traffic and the disposition of the facility within sixty (60) days of such submission, Verizon may file a complaint with the FCC pursuant to section 208 of the Act.</p> <p><i>1.4.4.3 Without prejudging AT&amp;T's right to collocate for circuit switching equipment. Verizon will permit and will not restrict AT&amp;T's right to collocate equipment that performs packet switching or contains packet switching as one function of multi-function equipment, provided only that the equipment conforms to the minimum NEBS safety and engineering standards applicable to other Verizon's own equipment. that may be collocated.</i></p> <p><i>1.4.3.1 If Verizon believes that equipment containing packet switching functionality also contains functionality that is not necessary for access to UNEs or interconnection and that the presence of such functionality might foreclose AT&amp;T's right to collocate such equipment under the FCC's Rules, Verizon shall provide written notification to AT&amp;T that it believes AT&amp;T has deployed or plans to collocate equipment that is not allowed under those rules, stating the reasons for its contentions. If the Parties fail to reach mutual agreement within sixty (60) days of such submission, Verizon may seek appropriate state and/or FCC intervention in the dispute. AT&amp;T may continue to use and/or deploy the subject equipment until Verizon obtains a final and non-appealable ruling in its favor on the matter, and Verizon may not refuse to interconnect the disputed equipment to the Verizon network unless an expansion of an AT&amp;T collocation space is required solely to permit placement of such equipment. In any such dispute, Verizon bears the burden of proof to show that the equipment at issue fails to comply with the FCC's rules.</i></p> <p><i>1.125 At AT&amp;T's request, Verizon shall provide in Virginia the same functionality and operational support as is agreed to between the Parties in the collaborative sessions occurring in New York or that is directed by the New York State Public Service Commission with respect to the implementation of Line Sharing or Line Splitting. To the extent that AT&amp;T makes such a request of Verizon in Virginia, unless AT&amp;T specifically agrees in writing, such functionality and support shall be implemented in Virginia contemporaneously with that implemented in New York, and the</i></p>	<p>Loop Distribution facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.</p> <p><b>11.2.14.6.11</b> Verizon shall provide AT&amp;T with access to a Sub-Loop Distribution facility in accordance with negotiated intervals.</p> <p><b>11.2.14.6.12</b> Verizon shall repair and maintain a Sub-Loop Distribution facility at the request of AT&amp;T and subject to the time and material rates set forth in Exhibit A. AT&amp;T accepts responsibility for initial trouble isolation for Sub-Loop Distribution facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&amp;T reports to Verizon a Customer trouble, (b) AT&amp;T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop Distribution facilities or equipment in whole or in part, then AT&amp;T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&amp;T is not available at the appointed time. If as the result of AT&amp;T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&amp;T by Verizon. If as the result of AT&amp;T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&amp;T by Verizon.</p> <p><b>11.2.14.6.13</b> Rates for Sub-Loop Distribution facilities shall be established in accordance with Section 11.11.1 of this Agreement.</p> <p><b>11.2.14.6.14</b> To the extent required by Applicable Law, Verizon shall allow AT&amp;T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance, with, and subject to, the rates, terms and conditions set forth in Section 13 of this Agreement.</p> <p><b>11.2.14.7</b> <u>Feeder Sub-Loop</u></p>

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		<p><del>implementation of such functionality and operational support shall be identical to that in New York, including their impacts on AT&amp;T's internal operations and OSS interfaces.</del> Except as expressly provided in this agreement, Verizon-FA shall support line sharing and line splitting with operational capabilities within Virginia in the manner established through the New York DSL Process. Verizon's delivery of support for line sharing and line splitting shall be monitored in the same manner as in New York, using the performance measurements and performance standards agreed to in the New York Carrier Working Group and those resolved by order of the New York Public Service Commission in the absence of such agreement. In the event that Verizon delivers operational support to itself or an affiliate that is superior to that specified as the performance standard for line sharing and line splitting as provided in the New York Carrier Working Group, then such performance shall serve as the standard in lieu of any absolute performance standards.</p> <p>1.5.1 Except as expressly provided in this agreement, all outputs other than rates from the New York DSL Process ("New York Outputs") shall apply in Virginia, including published operating procedures, agreements (both industry-wide and between AT&amp;T and Verizon), tariffs and orders of the New York Public Service Commission, unless AT&amp;T has expressly agreed otherwise, or unless the Virginia State Corporation Commission has issued an order applying Federal law that specifically directs that different rules or processes should apply.</p> <p>1.5.2 Unless otherwise mutually agreed by the parties, the operational interfaces and standards governing those interfaces with which AT&amp;T must comply, including but not limited to the form, format and the required/optional nature of information that must be exchanged, shall not vary in any material manner between New York and Virginia. In the event of a dispute, Verizon shall have the burden of proving that any proposed variations are not material.</p> <p>1.5.3 Within thirty (30) days of approval of this Agreement, Verizon shall identify and provide to AT&amp;T copies of all documentation defining the operational procedures employed in New York that AT&amp;T must follow and that Verizon will support when AT&amp;T seeks to engage in line sharing or line splitting. Subsequent expansion or modification of operational documentation shall be handled according to procedures in subsections 3.1 and 3.2 below, to assure that the operating procedures</p>	<p><b>11.2.14.7.1</b> Subject to the conditions set forth in Section 11.7 and upon request, Verizon shall provide AT&amp;T with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.14. A Feeder Sub-Loop means a DS1- or DS3- transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a TOPIC (as such term is hereinafter defined) located within 100 feet of a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office and that AT&amp;T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&amp;T that governs the establishment of such TOPIC.</p> <p><b>11.2.14.7.2</b> AT&amp;T may obtain access to a Feeder Sub-Loop only from an AT&amp;T collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if AT&amp;T has a collocation arrangement in such RTEE. Upon AT&amp;T's request, Verizon will connect a Feeder Sub-Loop to an AT&amp;T collocation arrangement in the Verizon end office where the Feeder Sub-Loop originates and to either an AT&amp;T collocation arrangement in the Verizon RTEE that subtends such end office or an AT&amp;T Telecommunications Carrier outside plant interconnection cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that AT&amp;T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&amp;T that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of an AT&amp;T collocation arrangement and to an AT&amp;T TOPIC by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. AT&amp;T may obtain access to a Feeder Sub-Loop between an end office and an RTEE or a TOPIC only if DS1- or DS3-capable transmission facilities are available and not in use between such office and RTEE or TOPIC. If a DS1- or DS3-capable transmission facility is not available between an end office and an RTEE or TOPIC or if such a facility is available but is in use between such office and RTEE or TOPIC, then Verizon shall construct such a facility upon request by AT&amp;T and subject to Verizon's special construction terms.</p>

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		<p><i>established by the New York DSL Process are accurately reflected.</i></p> <p><i>1.5.3.1 AT&amp;T will review the documentation supplied by Verizon and identify all areas where it believes (i) further clarification is required, (ii) the documentation is incomplete or (iii) the documentation does not accurately reflect AT&amp;T's understanding of the agreements reached or orders issued in connection with the New York DSL Process. Verizon shall respond to AT&amp;T within ten (10) days, with a written proposal for disposing of the issues raised.</i></p> <p><i>1.5.3.2 If the parties cannot reach agreement regarding modifications to the applicable documentation or the timing of changes to the documentation, as proposed by Verizon, either party may submit open issues to the Dispute Resolution process as specified in Section 28.11 of this agreement upon ten (10) days notice to the other party of its intent to do so.</i></p> <p><i>1.5.4 Either party may request modification, clarification or expansion of any existing operational documentation. In such cases, the requesting party shall propose the change or make the request in writing after which the provisions of Section 1.5.3 above shall apply.</i></p> <p><i>1.5.5 In the event of a conflict, operational detail set forth in agreed upon process documentation shall prevail over material produced solely by Verizon, including but not limited to Verizon handbooks or material on a Verizon web site.</i></p> <p><i>1.5.6 New York Outputs shall generally be implemented in Virginia contemporaneously with their implementation in New York. In no event shall Verizon-VA's implementation of such outputs take longer than thirty (30) days from the New York implementation date, unless AT&amp;T agrees to such an extension or unless Verizon-VA has applied for and received permission from the Virginia State Corporation Commission to employ a different schedule or to deploy different functionality. In such cases, Verizon-VA shall provide AT&amp;T with notice of its intention to seek an extension from the Virginia State Corporation Commission at the same time it files its request with the Commission.</i></p> <p><i>1.5.7 Either party may petition the Virginia State Corporation Commission to delay or modify implementation of obligations established through the New York DSL Process. The petitioning party shall be responsible for demonstrating why conditions vary between Virginia and New</i></p>	<p><i>conditions and rates. A location must be fed by fiber to be eligible for a DS3 Unbundled Feeder Sub-loop Element (UFSE) services. Fiber Optic facilities will not be constructed to deliver a UFSE service.</i></p> <p><b>11.2.14.7.3</b> <i>AT&amp;T shall run any crosswires within an AT&amp;T physical collocation arrangement and an AT&amp;T TOPIC and AT&amp;T will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to an AT&amp;T collocation arrangement. AT&amp;T shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and AT&amp;T shall not bill Verizon, and Verizon shall not pay AT&amp;T, for providing such power and space.</i></p> <p><b>11.2.14.7.4</b> <i>Verizon shall not be obligated to provide to AT&amp;T any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If AT&amp;T requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to AT&amp;T in accordance with, but only to the extent required by, the terms, provisions and rates in the Interconnection Agreement that govern loops, if any.</i></p> <p><b>11.2.14.7.5</b> <i>Verizon shall provide AT&amp;T with access to a Feeder Sub-Loop in accordance with negotiated intervals.</i></p> <p><b>11.2.14.7.6</b> <i>Verizon shall repair and maintain a Feeder Sub-Loop at the request of AT&amp;T and subject to the time and material rates set forth in Exhibit A. AT&amp;T may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. AT&amp;T accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&amp;T reports to Verizon a trouble, (b) AT&amp;T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then AT&amp;T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when an AT&amp;T contact as designated by AT&amp;T is not available at the appointed time. If as the result of AT&amp;T instructions, Verizon is erroneously requested to dispatch to a site on</i></p>

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		<p>York, such that delayed or modified implementation is justified in Virginia, and there will be a strong presumption that such differences do not exist. For obligations established prior to the effective date of this agreement, any such petition shall be filed within thirty (30) days of the effective date hereof. For obligations established after the effective date of this agreement, any such request shall be filed within thirty (30) days of the agreement or ruling in New York that establishes such obligation.</p> <p>1.5.8 If a New York Output is not practically available in New York within the time frame specified in New York, AT&amp;T may seek expedited implementation within Virginia through use of the Alternative Dispute Resolution process described in Section 28.11. If no specific and binding timeframe for implementation is specified for an output of the New York Output, AT&amp;T may seek implementation of that output pursuant to a specific time line for Virginia through application of the Alternative Dispute Resolution process.</p> <p>1.5.9 If the New York DSL Collaborative is operating at the time, all requests for modifications to or expansion of Verizon-VA's operational support for line sharing or line splitting capabilities shall first be submitted to the appropriate body in the collaborative process in New York unless the parties have mutually agreed to implement the change for Virginia.</p> <p>1.5.9.1 If the New York DSL Collaborative fails to resolve such a request within six months of the initial request, the proponent may seek adoption of the request in Virginia through the Alternative Dispute Resolution Process. The proponent of the change shall be responsible for demonstrating that the request should be adopted in Virginia, and there shall be a strong presumption that modifications not addressed through the New York DSL Collaborative process should not be made in Virginia.</p> <p>1.5.10 If the New York DSL Collaborative process is no longer operating, or is no longer considering modifications to Verizon's DSL obligations, then the proponent of a change in Virginia shall first seek to negotiate the desired change with the other party. If the parties are unable to reach agreement within thirty (30) days of the initial request, either party may seek resolution of open issues through the Alternative Dispute Resolution process. The proponent of the change shall be responsible for demonstrating that the request should be adopted in Virginia, but there shall be no presumption regarding the reasonableness of making the change for Virginia</p>	<p>Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&amp;T by Verizon. If as the result of AT&amp;T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&amp;T by Verizon.</p> <p>11.2.14.7.7 Rates for Feeder Sub-Loop shall be established in accordance with Section 11.11.1 of this Agreement.</p> <p>Collocation required for Advanced Services</p> <p>13.0 COLLOCATION -- SECTION 251(c)(6)</p> <p>13.1 To the extent required by Applicable Law, Verizon shall provide Collocation for the purpose of facilitating AT&amp;T's Interconnection with facilities or services of Verizon or access to unbundled Network Elements of Verizon, except as otherwise mutually agreed to in writing by the Parties. Such Collocation shall be provided pursuant to Verizon's applicable federal and state Tariffs as amended from time to time.</p> <p>13.2 [Intentionally omitted]</p> <p>13.3 In the course of implementing a Collocation project, Verizon shall:</p> <p>(a) identify the Collocation project manager assigned to the project;</p> <p>(b) develop a written comprehensive "critical tasks" timeline detailing the work (and relative sequence thereof) that is to be performed by each Party or jointly by both Parties; and</p> <p>(c) provide AT&amp;T with the relevant engineering requirements.</p> <p>13.4 AT&amp;T shall purchase Cross Connection to Verizon services</p>

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		<p>only.</p> <p><i>1.5.11 If a tariff, operating procedure or other applicable documentation is withdrawn in New York, and no appropriate alternative document is identified to take its place, then the most recent version of the publicly available New York documentation that existed prior to the withdrawal in New York shall continue to govern operations in Virginia until replacement material is agreed upon by AT&amp;T or ordered by the Virginia State Corporation Commission.</i></p>	<p><i>or facilities as described in Verizon's applicable Tariffs.</i></p> <p><b>13.5</b> <i>AT&amp;T agrees to provide to Verizon, upon Verizon's request, Collocation of equipment for purposes of Interconnection (pursuant to Section 4) and Cross Connection on non-discriminatory rates, terms and conditions.</i></p> <p><b>13.6</b> <i>Verizon shall allow AT&amp;T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Agreement, Verizon shall allow AT&amp;T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.</i></p> <p><i>Loop Qualification:</i></p> <p><b>11.2.12</b> <i>"Digital Designed Loops" are comprised of designed loops that meet specific AT&amp;T requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:</i></p> <p><i>A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at AT&amp;T's option;</i></p> <p><i>B) a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at AT&amp;T's option;</i></p> <p><i>C) a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&amp;T's option;</i></p> <p><i>D) a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&amp;T's option;</i></p> <p><i>E) a 4W HDSL Loop of less than 12k ft with bridged</i></p>

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			<p><i>tap(s) removed, at AT&amp;T's option;</i></p> <p>F) <i>a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;</i></p> <p>G) <i>a 2W SDSL Loop with bridged tap(s) removed, at AT&amp;T's option;</i></p> <p>H) <i>a 2W IDSL Loop of less than 18k ft. with bridged tap(s) removed, at AT&amp;T's option.</i></p> <p><i>Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft. or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B.</i></p> <p><b>11.2.12.1</b> <i>Verizon shall make Digital Designed Loops available to AT&amp;T at the rates as set forth in Exhibit A.</i></p> <p><b>11.2.12.2</b> <i>The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-H):</i></p> <p>A. <i>AT&amp;T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.</i></p> <p>B. <i>Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&amp;T on a non-discriminatory basis. AT&amp;T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop; provided, however, AT&amp;T shall request manual loop qualification or an Engineering</i></p>

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			<p><i>Query if the mechanized loop qualification database is not available or if AT&amp;T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.</i></p> <p><i>C. If the Loop is not listed in the mechanized database described in section (B) above, AT&amp;T must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&amp;T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&amp;T with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.</i></p> <p><i>D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&amp;T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations.</i></p> <p><i>E. If AT&amp;T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to AT&amp;T for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If AT&amp;T submits a service order for an ADSL, HDSL, SDSL, IDSL or</i></p>

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			<p><i>BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition. Verizon will respond back to AT&amp;T with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged tap).</i></p> <p><i>F. Where AT&amp;T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&amp;T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&amp;T is already aware of the conditioning required (e.g., where AT&amp;T has previously requested a manual loop qualification or an Engineering Query), AT&amp;T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.9 upon receipt of AT&amp;T's valid, accurate and pre-qualified service order for a Digital Designed Loop.</i></p> <p><b>11.2.12.3</b> <i>The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by AT&amp;T, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:</i></p> <p><i>A. Three (3) business days will be required following receipt of AT&amp;T's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.</i></p>

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			<p><i>B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by AT&amp;T. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval, unless such additional time is not permitted pursuant to Applicable Law.</i></p> <p><i>C. After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.</i></p> <p><b>11.2.12.4</b> <i>If AT&amp;T requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If AT&amp;T cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, AT&amp;T shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If AT&amp;T cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, AT&amp;T shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.</i></p>
III-10-1	The parties disagree about the degree of specificity appropriate to this contract language, especially language concerning loop qualification and line splitting migrations. Verizon believes such operational language is not needed in or appropriate for the interconnection agreement.	Resolved	Resolved
III-10-2	MCIm proposes a three business day interval for Line Sharing, while Verizon proposes a six business day interval.	Resolved	Resolved
III-10-3	MCIm proposes that Verizon's Line Sharing and line splitting obligation apply to fiber fed Loops as well as copper Loops. Verizon proposes that these obligations be limited to copper loops.	Resolved	Resolved
III-10-4	MCIm proposes that when Verizon upgrades its network to provide DSL-based services out of remote terminals, it be given access to those remote facilities (or to Loops attached to those remote facilities) on the same terms and conditions as	4.10. DSL Based Services Provided Out of Digital Loop Carrier Equipment. If and when Verizon upgrades its network to provide DSL-based services out of remote terminals, Verizon commits to provide access to remote facilities and to Loops attached to those remote facilities on the	<p><b>2. Verizon's Provision of UNEs</b></p> <p>Subject to the conditions set forth in Section 1, in accordance with, but only to the extent required by,</p>

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	Verizon has access or provides access to its affiliates.	same terms and conditions as Verizon has access or provides access to its affiliates.	Applicable Law, Verizon shall provide **CLEC access to the following:  2.1 Loops, as set forth in Section 3; 2.2 Line Sharing, as set forth in Section 4
III-10-5	MCIm proposes that Verizon commit to processes and procedures it has adopted in New York and Massachusetts, and has committed to adopt in Pennsylvania regarding Line Sharing and line splitting OSS, Line Sharing and line splitting processes, and in particular the migration of UNE-P customers to Line Sharing or line splitting arrangements.	Resolved	Resolved
III-10-6	MCIm is willing to negotiate with Verizon based on Verizon's proposed contract language set out in sections 3 and 4 of its addendum, "Loop Transmission Types," and "Line Sharing."	Resolved	Resolved
III-10-7	The parties also note that because of relevant pending FCC proceedings relevant to this issue, the parties' dispute over appropriate "change of law" language is highly relevant to this issue.	Resolved	Resolved
III-10.A	<i>Must Verizon implement both line sharing and line splitting in a nondiscriminatory and commercially reasonable manner that allows AT&amp;T to provide service in the high frequency spectrum of an existing line on which Verizon provides voice service (line sharing) or on a loop facility provided to AT&amp;T as a UNE-loop or as part of a UNE-P combination (line splitting)? (Pfau Direct at 113 - 116)</i>	<i>See AT&amp;T Contract Language For III.10.</i>	<i>See Verizon's proposed contract language to AT&amp;T for III-10.</i>
III-10-B	<i>Must Verizon implement line splitting in a nondiscriminatory and commercially reasonable manner that allows AT&amp;T to provide services in the high frequency spectrum of an existing line on which Verizon provides voice service (line sharing) or on a loop facility provided to AT&amp;T as a UNE-loop or as part of a UNE-P combination (line splitting)?</i>	<i>See AT&amp;T Contract Language For III.10.</i>	<i>See Verizon's proposed contract language to AT&amp;T for III-10.</i>
III-10.B.1	<i>Must all aspects of the operational support delivered to AT&amp;T in support of line sharing and line splitting arrangements with</i>	<i>See AT&amp;T Contract Language For III.10.</i>	<i>See Verizon's proposed contract language to AT&amp;T for III-10.</i>

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	Verizon [ ] be at no less than parity as compared to the support provided when Verizon engages in line sharing with its own retail operation, with an affiliated carrier, or with unaffiliated carriers in reasonably similar equipment configurations? (Pfau Direct at 119 – 122)		
III-10-B.2	Must Verizon immediately provide AT&T with the procedures it proposes to implement line splitting on a manual basis?	See AT&T Contract Language For III.10.	See Verizon's proposed contract language to AT&T § 11.2.18.1 quoted at Issue III-10.
III-10-B.3	Must Verizon implement electronic OSS, that are uniform with regards to carrier interface requirements, to implement line splitting contemporaneously with its implementation of such capabilities in New York, but in no event later than January 2002? (Pfau)	See AT&T Contract Language For III-10.	See Verizon's proposed contract language to AT&T for III-10.
II-10-B.4	Must Verizon provide automated access to all loop qualification data to AT&T simultaneously with providing automated access to itself or any other carrier, including non-discriminatory treatment with regard to planning and implementation activities preceding delivery of the automated access?	See AT&T Contract Language For III.10.	<p><b>11.2.12.2</b> The following ordering procedures shall apply to the Digital Designed Loops (Section 11.2.9.2, Items A-H):</p> <p>A. AT&amp;T shall place orders for Digital Designed Loops by delivering to Verizon a valid electronic transmittal service order or other mutually agreed upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties.</p> <p>B. Verizon is in the process of conducting a mechanized survey of existing Loop facilities, on a Central Office by Central Office basis, to identify those Loops that meet the applicable technical characteristics established by Verizon for compatibility with ADSL, HDSL, SDSL, IDSL and ISDN signals. The results of this mechanized survey will be stored in a mechanized database that is made available to AT&amp;T on a non-discriminatory basis. AT&amp;T may utilize this mechanized loop qualification database, where available, in advance of submitting a valid electronic transmittal service order for an ADSL, HDSL, SDSL, IDSL or ISDN Loop; provided, however, AT&amp;T shall request manual loop qualification or an Engineering Query if the mechanized loop qualification database is not available or if AT&amp;T chooses not to utilize such database. Charges for mechanized loop qualification information, Engineering Query, and manual loop qualification are set forth in Exhibit A.</p> <p>C. If the Loop is not listed in the mechanized</p>

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			<p>database described in section (B) above, AT&amp;T must request either a manual loop qualification or Engineering Query prior to or in conjunction with submitting a valid electronic service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop. The rates for manual loop qualification and Engineering Query are set forth in Exhibit A. If the Loop requires qualification manually or through an Engineering Query, three (3) business days (or a shorter period if required under Applicable Law) following receipt of AT&amp;T's valid and accurate request will be generally required before a FOC or a query can be issued to AT&amp;T with the Loop qualification results. Verizon may require additional time to complete the Engineering Query where there are poor record conditions, spikes in demand or other unforeseen events, unless such additional time is not permitted pursuant to an effective Commission order.</p> <p>D. If the query to the mechanized loop qualification database or if the manual loop qualification indicates that a Loop does not qualify (e.g., because it does not meet the applicable technical parameters set forth in the Loop descriptions above), AT&amp;T may request an Engineering Query to obtain more information regarding the characteristics of the loop itself. Subject to the terms herein, including but not limited to Section 11.2.12.2(C) above, Verizon will respond to an Engineering Query with information from Verizon cable records such as amount and location of bridged taps, number and location of load coils, location of digital loop carrier, or cable gauge at specific locations.</p> <p>E. If AT&amp;T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that has not been prequalified as required in accordance with subsection 11.2.12.2(B) above, Verizon will query the service order back to AT&amp;T for qualification and will not accept such service order until the Loop has been so prequalified (i.e. manual, mechanized, or engineering query). If AT&amp;T submits a service order for an ADSL, HDSL, SDSL, IDSL or BRI ISDN Loop that is, in fact, found not to be compatible with such services in its existing condition, Verizon will respond back to AT&amp;T with a "Nonqualified" indicator and with information showing whether the non-qualified result is due to the presence of load coils, presence of digital loop carrier, or loop length (including bridged</p>

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			<p>tap).</p> <p>F. Where AT&amp;T has followed the manual or mechanized prequalification procedure described above resulting in the determination that a Loop is not compatible with ADSL, HDSL, SDSL, IDSL or BRI ISDN service in its existing condition (e.g., the results of the manual or mechanized prequalification query indicate that a Loop does not qualify due to factors such as the presence of load coils, presence of digital loop carrier, loop length (including bridged tap) or for any other reason that may be revealed through loop qualification), AT&amp;T, together with its order or prior to submitting an order for service, may request an Engineering Query to determine whether conditioning may make the Loop compatible with the applicable service; or if AT&amp;T is already aware of the conditioning required (e.g., where AT&amp;T has previously requested a manual loop qualification or an Engineering Query), AT&amp;T may submit a service order for a Digital Designed Loop. Verizon will undertake to condition or extend the Loop in accordance with this Section 11.2.9 upon receipt of AT&amp;T's valid, accurate and pre-qualified service order for a Digital Designed Loop.</p> <p><b>11.2.12.3</b> The Parties will make reasonable efforts to coordinate their respective roles in order to minimize Digital Design Loop provisioning problems. In general, unless and until a shorter period is required under Applicable Law, where conditioning or loop extensions are requested by AT&amp;T, an interval of eighteen (18) business days will be required by Verizon to complete the loop analysis and the necessary construction work involved in conditioning and/or extending the loop as follows:</p> <p>A. Three (3) business days will be required following receipt of AT&amp;T's valid, accurate and pre-qualified service order for a Digital Designed Loop to analyze the loop and related plant records and to create an Engineering Work Order.</p> <p>B. Upon completion of an Engineering Query, Verizon will initiate the construction order to perform the changes/modifications to the Loop requested by AT&amp;T. Conditioning activities are, in most cases, able to be accomplished within fifteen (15) business days. Unforeseen conditions may add to this interval.</p>

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			<p>unless such additional time is not permitted pursuant to Applicable Law.</p> <p>C. After the engineering and conditioning tasks have been completed, the standard Loop provisioning and installation process will be initiated, subject to Verizon's standard provisioning intervals.</p> <p><b>11.2.12.4</b> If AT&amp;T requires a change in scheduling, it must contact Verizon to issue a supplement to the original service order. If AT&amp;T cancels the request for conditioning after a loop analysis has been completed but prior to the commencement of construction work, AT&amp;T shall compensate Verizon for an Engineering Work Order charge as set forth in Exhibit A. If AT&amp;T cancels the request for conditioning after the loop analysis has been completed and after construction work has started or is complete, AT&amp;T shall compensate Verizon for an Engineering Work Order charge as well as the charges associated with the conditioning tasks performed as set forth in Exhibit A.</p>
III-10-B.5	Can Verizon require AT&T to pre-qualify a loop for xDSL functionality?	See AT&T Contract Language For III-10.	See Verizon Contract Language For III-10-B-4.
III-10-B-5a	If AT&T elects not to pre-qualify a loop and the loop is not currently being used to provide services in the HFS, but was previously used to provide a service in the HFS, should Verizon be liable if the loop fails to meet the operating parameter of a qualified loop?	See AT&T Contract Language For III-10.	See Verizon Contract Language For III-10-4.
III-10-B.6	Can AT&T, (or its authorized agent), at its option provide the splitter functionality in virtual, common (aka shared cageless) or traditional caged physical collocation?	See AT&T Contract Language For III-10.	See Verizon proposed contract language to AT&T at III-10.
III-10-B.7	Must Verizon, at AT&T's request, deploy a splitter on a line-at-a-time basis as an additional functionality of the loop?	See AT&T Contract Language For III-10.	
III-10-B.8	Must Verizon perform cross-connection wiring at the direction of AT&T (or its authorized agent), including CLEC-to-CLEC cross-connections, regardless of who deploys a splitter or whether it is deployed in a line sharing or line splitting arrangement? (Pfau & Rubin)	See AT&T Contract Language For III-10, in particular Section 1.4.2 (formerly Section 1.11.2)	See Verizon proposed contract language to AT&T at III-10.
III-10-B.9	Must Verizon implement line sharing/splitting in a manner consistent with that ordered in New York?	See AT&T Contract Language For III-10.	See § 11.2.18 of Verizon proposed contract language to AT&T at III-10.

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